

# EXHIBIT E

# PRUDENTIAL STRUCTURED SETTLEMENTS

## HELPING PROVIDE FINANCIAL SECURITY AND PEACE OF MIND

At Prudential Structured Settlements, our foremost objective is to provide positive outcomes for claimants in physical injury and wrongful death cases. Our structured settlement solutions can help relieve claimants of the potentially overwhelming responsibility of managing significant sums of money.

### FIRMLY COMMITTED TO THE MARKETPLACE

Prudential's commitment to this industry is unwavering. For almost 40 years, we have been helping provide claimants and their families with important financial security and invaluable peace of mind.

We have the expertise to solve the most complex structured settlement challenges. We are here for our clients today and will continue to be here for our clients' ongoing structured settlement needs.

### MEETING CHALLENGES SINCE 1875

Prudential has been helping individual and institutional customers experience financial security for over 140 years. Today, we are one of the world's largest financial services institutions with operations in the United States, Asia, Europe, and Latin America. We also have one of the most recognized and trusted brand symbols: The Rock®, an icon of strength, stability, expertise, and innovation.

### OFFERING FINANCIAL STRENGTH AND STABILITY

We take the uncertainty out of choosing a structured settlement annuity issuer by providing a guarantee from The Prudential Insurance Company of America (PICA), which has:<sup>1</sup>

- \$1.35 trillion in total assets under management
- \$306 billion in admitted assets, including \$153 billion held in separate accounts
- Approximately \$4 trillion in gross life insurance in force worldwide<sup>2</sup>

The Prudential Insurance Company of America is also highly rated by the major independent ratings agencies:<sup>3</sup>

A.M. Best	Standard & Poor's	Moody's	Fitch
A+	AA-	Aa3	AA-

### LET US HELP YOU WITH YOUR CHALLENGES

Prudential Structured Settlements

655 Broad Street, Newark, NJ 07102

Phone: 800-521-5774

Email: [ssasales@prudential.com](mailto:ssasales@prudential.com)

[www.prudential.com/structuredsettlements](http://www.prudential.com/structuredsettlements)



<sup>1</sup>As of November 30, 2022

<sup>2</sup>As of November 30, 2022

<sup>3</sup>Ratings as 11/01/2022. Ratings are subject to change. According to Standard & Poor's publications, an insurer rated "AA-" (4th category of 21) has very strong financial security characteristics, differing only slightly from those rated higher. An insurer rated "AAA" has extremely strong financial security characteristics. "AAA" is the highest insurer financial strength rating assigned by Standard & Poor's. Moody's indicates that "A1" (5th category of 21) rated insurance companies offer good financial security. Insurance companies rated "Aaa" offer exceptional financial security. In addition, Moody's appends numerical modifiers 1, 2, 3 to each generic rating classification, with 1 being the highest and 3 being the lowest. While the credit policy of these companies is likely to change, such changes as can be visualized are most unlikely to impair their fundamentally strong position. "Aaa" is the highest Insurer Financial Strength Rating assigned by Moody's. Fitch indicates that "AA-" (4th category of 19) companies are viewed as possessing a very strong capacity to meet policyholder and contract obligations. Risk factors are moderate, and the impact of any adverse business and economic factors is expected to be small. "AAA" is the highest rating issued by Fitch. A.M. Best considers "A+" (2nd category of 15) rated companies to have a superior ability to meet their ongoing obligations to policyholders. "A++" is the highest rating issued by A.M. Best.

Prudential Financial and The Prudential Insurance Company of America are each solely responsible for its contractual obligations and financial condition.

Structured settlement products are insurance contracts issued by The Prudential Insurance Company of America (PICA), Newark, NJ. PICA is a Prudential Financial business.

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The Prudential Insurance Company of America  
751 Broad Street  
Newark, NJ 07102

## Evidence of Guarantee

Pursuant to authority granted by its Board of Directors, The Prudential Insurance Company of America ("Prudential") has agreed to guarantee the structured settlement annuity liability obligation assigned to and assumed by Prudential Assigned Settlement Services Corporation ("PASSCorp"), where such liability obligations are assumed by PASSCorp on or after May 22, 1996 pursuant to assignment agreements qualified under Section 130 of the Internal Revenue Code of 1986, as amended (the "Assignment(s)"), and provided such liability obligations are funded through annuity contracts issued to PASSCorp by Prudential.

Prudential agrees that if PASSCorp should fail to make any payment under an Assignment, Prudential will make such payment promptly after receipt of a written notice of PASSCorp's default.

A handwritten signature in black ink, appearing to read "Alexandra Hyten".

Alexandra Hyten  
Vice President  
Prudential Insurance Company of America

The Prudential Insurance Company of America  
Home Office:  
Prudential Plaza, Newark, New Jersey 07102-  
3777

In consideration of the receipt of the Purchase Payment, we issue this Annuity Certificate to the Certificate Holder named below, effective on the Certificate Date, subject to the terms of the Contract.

Certificate Holder:	Prudential Assigned Settlement Services Corporation
Certificate No.:	SSA00000XXXX
Certificate Date:	June 1, 2006
Payee:	Prudential Assigned Settlement Services Corporation
Measuring Life:	Jane Doe
Measuring Life's Sex:	Female
Measuring Life's Date of Birth:	January 1, 2000
Annuity Payments:	See Payment Schedule

This Certificate describes the Annuity Payments guaranteed under the Contract. Annuity Payment Dates and amounts of the Annuity Payments are shown in the Payment Schedule. Please read this Certificate carefully. If there is a question, contact us at the Designated Office for Communications.

**Right to Cancel:** The Certificate Holder may cancel this Certificate within ten days after the date it receives it by giving notice in writing and by mailing the Certificate to the Designated Office for Communications. This notice must be postmarked on or before the tenth day after you receive the Certificate. The Certificate will be canceled as of the Certificate Date and the Purchase Payment will be refunded, in accordance with applicable state law.

**SPECIMEN**

**SINGLE PREMIUM STRUCTURED SETTLEMENT ANNUITY CERTIFICATE – NON-PARTICIPATING**

*This Certificate does not provide for any lump sum death benefit protected by nonforfeiture law or any cash surrender value, or any way to convert life contingent payments into a paid-up annuity. Upon the death of any Measuring Life, all life contingent payments determined by such Measuring Life will cease. Prudential will make Annuity Payments to the person(s) or entity(ies), in the amount(s), and on the date(s) specified under the terms of this Certificate.*

## DEFINITIONS

We define below some of the terms used in this Certificate.

- **Annuity Payments:** Annuity payments to be made under this Certificate, in the amounts shown on the Payment Schedule(s).
- **Certificate Holder:** The "Certificate Holder" is the party identified on the first page of this Certificate, unless we have endorsed this Certificate to show otherwise. The Certificate Holder has certain rights and duties under this Certificate.
- **Contract:** Group Annuity Contract Number GA-40059.
- **Designated Office for Communications:** The following address, or any other office we may specify in writing:  
Prudential Financial  
2101 Welsh Road  
Dresher, Pennsylvania 19025-5001
- **Measuring Life:** The person(s) identified as "Measuring Life" on the first page of this Annuity Certificate whose life expectancy is used to determine the Annuity Payments.
- **Payee:** The entity identified as "Payee" on the first page of this Certificate.
- **Payment Date:** The date each Annuity Payment stated in the Payment Schedule is due.
- **Payment Schedule:** The schedule(s) attached and made part of this Certificate showing Annuity Payments and Payment Dates.
- **Purchase Payment:** Amount agreed to be paid to us in connection with this Certificate. The Purchase Payment is the amount that, when improved with interest and/or mortality and morbidity contingencies, is sufficient to provide the Annuity Payments.
- **We, our, and us:** The Prudential Insurance Company of America ("Prudential").
- **You and yours:** The Certificate Holder of this Certificate.

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## GENERAL PROVISIONS

**Assignment of Certificate:** This Certificate may not be assigned by the Certificate Holder without our consent. The Certificate Holder shall have sole and exclusive ownership rights in this Certificate. No other person shall have any right to anticipate, sell or absolutely assign (by any means, regardless of form) payments under this Certificate and any attempted assignment will be void at the outset.

**Certificate Errors:** Please review this Certificate carefully and notify us promptly if you feel any information is incorrect. We are not bound by any incorrect information in this Certificate. We may issue a corrected Certificate in the same manner the original Certificate was issued, but we will clearly indicate on the face of the new Certificate that it is a "CORRECTED AND REISSUED" Certificate (or other words to that effect).

**Certificate Overview:** This Certificate, including all its provisions and any attachments, endorsements, and schedules, forms the entire Certificate. This Certificate takes effect on the Certificate Date as shown on the first page only if the Purchase Payment has been made to us. If the Purchase Payment is not made to us, this Certificate will be void at the outset. We will own the Purchase Payment at the earlier of either the First Annuity Payment Date or the date on which we issue the Certificate for delivery.

**Communications:** Any communication contemplated by this Certificate is subject to this provision. Unless we otherwise consent in writing, Beneficiary designations and revocations, and other notices, instructions, or consents related to this Certificate, must be (i) in writing, (ii) in form and content acceptable to us in our reasonable opinion, and (iii) delivered to our Designated Office for Communications.

**Currency:** Any money we pay or which is paid to us, must be in United States currency.



**GENERAL PROVISIONS  
(Continued)**

**Minimum Benefits:** The commuted value of payments or lump sum death benefit, if so provided under this Certificate, is not protected by non-forfeiture law and may be less than the benefit that would be payable if such law applied. Otherwise, all benefits provided under this Certificate are not less than the minimum benefits required in the state of New Jersey

**Misstatement of Age and/or Sex:** If either the Date of Birth or Sex of any Measuring Life, or both, as stated on the first page, is incorrect, we will adjust the Annuity Payment amount(s) to that which the Purchase Payment would have bought using the corrected date of birth or sex, or both. This adjustment will take into account Annuity Payment(s) made as well as Annuity Payment(s) due. This will be done as follows: (1) we will deduct any overpayment, with interest at 5% per year, from any payment(s) due; and/or (2) we will add any underpayment, with interest at 5% per year, to the next payment we make after we receive proof of the correct date of birth and/or sex.

**No Surrender and No Loan:** You may neither surrender this Certificate to us for cash nor borrow from us on this Certificate.

**Non-participation of Certificate:** This Certificate is not eligible for dividends.

**Ownership and Control:** The Certificate Holder is entitled to any Certificate benefit and the exercise of any right or privilege granted by or related to the Certificate.

As a convenience to the Certificate Holder, the Certificate Holder may instruct us to make Annuity Payments directly to (i) a corresponding person entitled to periodic payments under a Settlement, (ii) such person's guardian, (iii) a beneficiary entitled to payments following such person's death ("Beneficiary"), or (iv) a person named in a "Qualified Order" under section 5891(b)(2) of the Code that otherwise complies with applicable state law. The Certificate Holder may instruct us to accept Beneficiary designations and revocations from such person without further authorization. If no Beneficiary is designated, remaining payments due to such person will be made to his or her estate.

All Beneficiary designations may be revoked by the designating party. Beneficiary designations and revocations must be made by notice. This notice must be in form and content acceptable to us in our reasonable opinion. We may refuse to put into effect Beneficiary designations and revocations that do not comply with applicable law or any court order that has been provided to us at our Designated Office for Communications.

**Proof of Status as to Life, Death, Legal Capacity, and Legal Authority:** We have the right to require proof satisfactory to us of the life or death of any person whose life or death is a factor determining whether and/or to whom we are obligated to make payment. We also have the right to require proof satisfactory to us of the legal capacity and/or the legal authority of any person (e.g., Payee, guardian, representative, power-of-attorney, estate administrator, etc.) claiming any right to payment under this Certificate or altering any right of payment. We may delay or otherwise withhold any payment, without interest, until we have received such proof or proofs of status, specified in this provision, that we may request.

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**END**

**PAYMENT SCHEDULE**

**CERTIFICATE NO.: SSA00000XXXX**

- All payments under this Certificate are payable to the Payee. But pursuant to the Ownership and Control provisions, the Certificate Holder has instructed us to make payments under this Certificate directly to the person(s) named below.

<u>Name</u>	<u>Sex</u>	<u>Date of Birth</u>
Jane Doe	Female	January 1, 2000

All payments under this Certificate are subject to the Certificate Holder's right to direct payments as we describe in the Ownership and Control provision of this Certificate.

- We will make Life with Guaranteed Period Certain Annuity Payments under this Contract as follows:

<u>Periodic Amount</u>	<u>First Payment Date</u>	<u>Last Guaranteed Payment Date</u>	<u>Periodic Date</u>	<u>Guarantee Period</u>
\$1,000.00	January 1, 2018	December 1, 2037	1 <sup>st</sup> day of each month	20 years

Starting on the First Payment Date, we will pay the Periodic Amount. Thereafter, we will continue to pay this amount on each Periodic Date for as long as the Measuring Life lives. Payments end with the last Periodic Amount due before the death of the Measuring Life if such date occurs after the Last Guaranteed Payment Date.

- If the Measuring Life dies before all of the Guaranteed Payments become due, we will make the rest of them on their due dates to the designated Beneficiary(ies).

End of Provision